

LETTER OF TRANSMITTAL

DELISI FITZGERALD, INC.
Planning – Engineering – Project Management

ATTENTION: Tony Palermo	FROM: Drew Fitzgerald, P.E.
COMPANY: Lee County	DATE: 3/5/14
ADDRESS: 1500 Monroe Street	PROJECT NO: 21287
Fort Myers, FL 33902	PROJECT NAME: Red Roof Inn Lot Split
	CC: Phil Fischler
REGARDING: ADD 2013-00180 - Cross Parking Agreement	

SENT VIA: ☐ US MAIL ☐ PICK UP ☒ HAND DELIVERY ☐ OVERNIGHT DELIVERY ☐ OTHER

	COPIES	DATE	DESCRIPTION
1.	1	3/5/14	Revised Cross Parking Agreement
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

RECEIVED
MAR 05 2014

COMMUNITY DEVELOPMENT

☒ FOR YOUR USE ☐ AS REQUESTED ☐ FOR APPROVAL ☐ SIGNATURE
☐ FOR FILE ☐ FOR REVIEW AND COMMENT ☐ OTHER _____

COMMENTS:

If you do not receive all of the above mentioned items, please notify our office

ADD 2013-00180

This instrument prepared by and return to:
Gordon R. Duncan
Duncan and Associates, P.A.
1601 Jackson St., Suite 101
Fort Myers, FL 33901
(239) 334-4574

ADD 2013-00180

CROSS PARKING EASEMENT AGREEMENT

This CROSS PARKING EASEMENT AGREEMENT (this "Agreement") is entered into by **SHIVAM SUNDARAM HOTELS LLC**, a Florida limited liability company ("Shivam"), whose address is 13000 N. Cleveland Ave., North Fort Myers, FL 33903.

RECITALS

WHEREAS, Shivam is the owner of that certain property located in Lee County, Florida described on Exhibit C (herein "Parcel C") attached hereto and by this reference made a part hereof; and

WHEREAS, Shivam has or will split Parcel C into two parcels as described in Exhibit A (herein "Parcel A") and Exhibit B (herein "Parcel B") attached hereto and by this reference made a part hereof; and

WHEREAS, to provide adequate internal parking for new Parcel A, Shivam has established the cross parking rights and obligations described below. Parcels A and B are sometimes referred to collectively herein as the "Properties"; and

WHEREAS, this Agreement is required to develop the Properties to comply with Lee County development regulations.

NOW, THEREFORE, Shivam agrees and covenants as follows:

1. The statements contained in the recitals of facts set forth above are true and correct and are incorporated by this reference as a part of this Agreement.
2. Shivam hereby dedicates, grants and establishes for the benefit of the current owner and any future owners of parcels A and B, their employees, guests, invitees, tenants, licensees, customers, successors and assigns: a). a non-exclusive cross easement for the parking of vehicles over, on and across the areas with the Properties now or in the future constituting parking areas and b). a non-exclusive cross easement for ingress and egress across the driveways and roadway located on the Properties now or in the future for the purpose of gaining vehicular and pedestrian ingress and egress to and from the parking areas.
3. No owner of any portion of the Properties shall, without the express written consent of the other owner(s) of the Properties take or fail to take any action or do or fail to do anything that will or have the effect of impeding, obstructing or preventing any person or entity having rights under this Agreement from their full and complete use and enjoyment of the rights herein granted, including but not limited to charging for the use of parking. Without limiting the generality of the foregoing, free and full access to, from and across all portions of

the Properties which constitute parking areas, driveways and roadways shall not be blocked, obstructed or impeded.

4. The easements herein created shall be appurtenant to and run with the Properties in perpetuity and may be modified, amended, terminated or released only by a recorded instrument executed by all owners of the Properties and in a manner that maintains compliance with the parking requirements established by Lee County.

5. Reference is made to that certain Agreement Creating Easements and Other Rights and Restrictions recorded in OR Book 1753, Page 678 as amended by that Amendment to Agreement Creating Easements and Other Rights and Restrictions recorded in OR Book 1806, Page 308, both in the Public Records of Lee County (herein collectively the "Caloosa Agreements"). The Caloosa Agreements establish certain easements along with rights and obligations associated with those easements. Pursuant to the Caloosa Agreements the owner of Parcel C is obligated to pay fifty percent (50%) of the cost of the maintenance of the Common Areas as described in the Caloosa Agreements (herein the "Common Areas"). The owners of Parcel A and Parcel B shall hereafter share equally in the cost of the maintenance of the Common Areas attributed to Parcel C so that the owner of Parcel A contributes twenty five percent (25%) of the total cost of the maintenance of the Common Areas and the owner of Parcel B contributes twenty five percent (25%) of the total cost of the maintenance of the Common Areas. The owner of Parcel A shall be solely responsible for the maintenance of the driveways, roadways and parking areas located upon Parcel A and not part of the Common Areas. The owner of Parcel B shall be solely responsible for the maintenance of the driveways, roadways and parking areas located upon Parcel B and not part of the Common Areas. The owner of Parcel A and Parcel B shall at all times maintain the driveways, roadways and parking areas on its respective parcel and not within the Common Areas in good repair and condition. The owners of Parcel A and Parcel B shall at all times make appropriate arrangements with the other owner(s) that share in the cost of the maintenance of the Common Areas to keep the Common Areas in good repair and condition.

6. Shivam for the benefit of the owner of Parcel A and Parcel B reserves for the benefit of the owner of each parcel the following rights:

a) The right to use its parcel for ingress and egress to which right shall also run to its employees, guests, invitees, tenants, licensees, customers, successors and assigns;

b) the right to change the use of any improvements which are constructed on its parcel and the right to install, construct and use curbs, landscaping and lighting facilities in and on its parcel, provided such changes are in compliance with governmental regulations and further provided that reasonable access for the flow of vehicular and pedestrian traffic is maintained to the other parcel owner and provided that sufficient parking exist so that Parcels A and B on a combined basis maintain compliance with the parking requirements established by Lee County;

c) the right to install, construct and maintain under its driveways and parking areas utility lines and utility equipment, including without limitation cable and communication utilities, provided the party making the installation, construction or maintenance restores any paving disturbed by same to its former condition as soon as is

reasonably practical and provided reasonable access for the flow of vehicular and pedestrian traffic is maintained to the other party and further provided that any utility lines and equipment of the other party are not disturbed;

d) the right to any other use of the portion of its driveway and parking areas for purposes which do not unreasonably interfere with the rights created herein.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. The provisions of this Agreement are for the exclusive benefit of Shivam and its employees, guests, invitees, tenants, licensees, customers, successors and assigns and not for the benefit of any other third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other third person.

9. By its signature below the Mortgagee of the Properties consents to this Agreement and the easements, rights and obligations contained herein, and joins in the dedication described herein.

Signed, sealed and delivered
in the presence of:

SHIVAM SUNDARAM HOTELS LLC
a Florida limited liability company

1st Witness
Print Name: _____

By: _____
Laxmi Patel, Manager

2nd Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Laxmi Patel, Manager of Shivam Sundaram Hotels LLC. He ☐ is personally known to me or ☐ has produced _____ as identification.

[Seal]

Notary Public
Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

STONEGATE BANK

1st Witness
Print Name: _____

By: _____

Print Name: _____

2nd Witness
Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by _____, as _____ of
Stonegate Bank. He/she ☐ is personally known to me or ☐ has produced
_____ as identification.

[Seal]

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

(LEGAL FOR PARCEL A)

EXHIBIT "B"

(LEGAL FOR PARCEL B)

EXHIBIT "C"

(LEGAL FOR PARENT PARCEL)